

1 3993 Howard Hughes Parkway, Suite 600  
2 Las Vegas, NV 89169-5996  
3 Facsimile (702) 949-8321  
4 Telephone (702) 949-8320

5 Robert M. Charles, Jr. NV State Bar No. 006593  
6 Email: rcharles@lrlaw.com  
7 John Hinderaker AZ State Bar No. 018024  
8 Email: jhinderaker@lrlaw.com  
9 Marvin Ruth NV State Bar No. 10979  
10 Email: mruth@lrlaw.com

11 Attorneys for USACM Liquidating Trust

12 **UNITED STATES BANKRUPTCY COURT**  
13 **DISTRICT OF NEVADA**

14 In re:

15 **USA COMMERCIAL MORTGAGE  
16 COMPANY,**

17 Debtor.

18 Case No. BK-S-06-10725-LBR

19 Chapter 11

20 **DECLARATION OF GEOFFREY L.  
21 BERMAN IN SUPPORT OF  
22 OMNIBUS OBJECTIONS OF  
23 USACM TRUST TO PROOFS OF  
24 CLAIM BASED UPON  
INVESTMENT IN THE TAPIA  
RANCH LOAN**

25 Date of Hearing: July 26, 2011  
26 Time of Hearing: 1:30 p.m.  
Estimated Time for Hearing: 10 minutes

16 Geoffrey L. Berman declares under penalty of perjury:

17 1. I am an adult person competent to testify in court.

18 2. I make this declaration based upon my personal knowledge, and upon the  
records USA Commercial Mortgage Company.

19 3. I am the Trustee of the USACM Liquidating Trust (“USACM Trust”),  
which is an entity created by the Debtors’ Third Amended Joint Chapter 11 Plan of  
Reorganization (“Plan”), in the jointly-administered bankruptcy cases, In re USA  
Commercial Mortgage Company, BK-S-06-10725-LBR, pending in the United States  
Bankruptcy Court for the District of Nevada.

20 4. USACM circulated an Offer Sheet to prospective Direct Lenders soliciting  
funding for an acquisition and development loan to a borrower identified as “Castaic

1 Partners, LLC.” A copy of the Offer Sheet is attached hereto as **Exhibit B** and  
2 incorporated by this reference.

3 5. Pursuant to the Loan Agreement, the loan was intended to acquire the  
4 subject property, including the purchase of third party options to acquire the property.

5 6. On September 28, 2004, Borrower made and delivered to various lenders,  
6 including the Direct Lenders identified in **Exhibit A**, a “Promissory Note Secured by Deed  
7 of Trust” (the “Note”) and a Loan Agreement. The Note and Loan Agreement provided  
8 for a loan of \$18,500,000, with potential subsequent increases up to \$22,000,000. The  
9 Note was secured by a “Deed of Trust, Assignment of Rents, Security Agreement and  
10 Fixture Filing” from the Borrower in favor of the Direct Lenders that was recorded in the  
11 official records of Los Angeles County, California on October 8, 2004 at Instrument  
12 Number 042598922, as were subsequent amendments to the Deed of Trust to secure  
13 subsequent advances. The Note was also supported by an Unconditional Guaranty  
14 executed by William Barkett on September 28, 2004. The USACM “Loan Summary”  
15 dated July 31, 2006 and filed in this case shows that Borrower was “Non-performing” on  
16 the Note as of July 31, 2006.

17 I declare under penalty of perjury that the foregoing is true and correct.

18 Dated: June 22, 2011.

19 /s/Geoffrey L. Berman

20 Geoffrey L. Berman

21 Copy of the foregoing (without exhibits)  
22 mailed by first class postage prepaid  
23 U.S. Mail on June 22, 2011 to the  
24 investors in the Tapia Ranch loan  
25 listed on Exhibit A.

26 s/ Matt Burns

27 Matt Burns

28 Lewis and Roca LLP